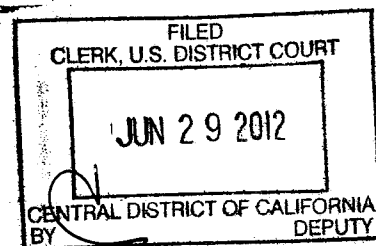


Judith M. Brown-Williams In Pro Per
 Alvin E. Williams In Pro Per
 22419 South Summit Ridge Circle
 Chatsworth, California 91311
 Tel (818) 341-6975 / Fax (818) 349-1522



Defendants Cross-complainants In Pro Per

**UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA**

ALVIN E. WILLIAMS AND
 JUDITH M. BROWN-WILLIAMS

Vs.

BENTLEY MOTORS INC.'S &
 RUSNAK PASADENA
 SUPERIOR COURT LOS ANGELES
 JUDGE MARK V. MOONEY

CV12-5685 - JFW (PLAX)

COMPLAINT FOR VIOLATION
 CIVIL RIGHTS AND DUE
 PROCESS (42 U.S.C.1983)
 (42 U.S.C. 1985)

Jury Trial Demanded [Yes]

I.

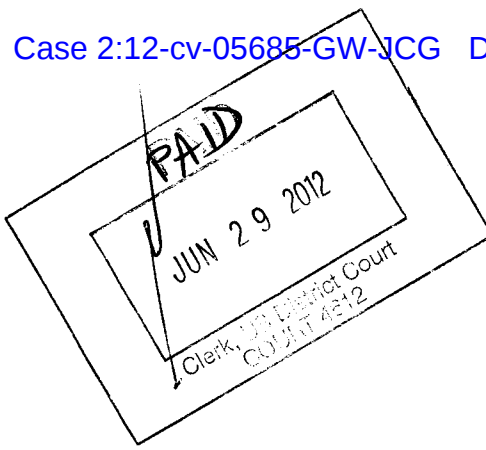
JURISDICTION

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

1. This is a civil action for injunctive relief under 42 U.S.C. § 1983, 42 U.S.C. § 1985, 42 U.S.C. § 1986, 42 U.S.C. § 1988 (b) 28 U.S.C. § 1343 (a)(3) and 28 U.S.C (1332) and the common law of the State of California Song Beverly Consumer Warranty Act (Civil Code § 1790 et seq).

*Fee paid
 IIS
 21 days
 Summary*

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SEVENTH AMENDMENT

2. In suits common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury, shall be otherwise reexamined in any court of the United States, than according to the rules of the common law.

FOURTEENTH AMENDMENT

California Constitution Article I Declarations of Rights Section. 7.

3. The Fourteenth Amendment was to insure that the Civil Rights Act passed in 1866 would remain valid insuring that all persons born in the United States were to be given full and equal benefits to all laws. No person was allowed to be deprived of life , liberty, or property without "due process of law"

36 U.S.C § 1972 (As amended June 14, 1954,
now codified at U.S.C. § 4 (1998))

4. I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one nation under God, indivisible, with liberty and justice for all.

CIVIL CODE SECTION 1427-1428

5. An obligation is a legal duty, by which a person is bound to do or not do a certain thing. Section 1428 An obligation arising from contract of the parties or the operation of law, An obligation arising from operation of law may be enforced in the manner provided by law, or by civil action or proceeding.

II.

INTRODUCTION

There is a very simple story that tells Plaintiffs' story and it's the Goldie Locks Story as used to explain the first case and that brief was stricken and Plaintiffs' rewrote the Opening Brief excluding much of the arguments made in the first due to Inadvertence, surprise and excusable neglect. The Plaintiffs was surprised to learn from the Opinion the very same issues Plaintiffs argued in the Opening Brief that was Stricken was the very argument that was waived on appeal due to Plaintiffs Inadvertence when the brief did not argue the issues in the first Brief to the Stricken by the Court of Appeals.

As in the case of Goldie she was still asleep in the bed with remnants of the porridge we can assume still present in her stomach when observed by little bear sleeping in his bed. In the instant case the only question that needed to be determined would have been whether the entry was "Wrongful." The three Bears gave implied consent by not locking the door, the door having a welcome mat at the door with a large amount of food left out quite possibly for guest that made her entry "not-wrongful" because Goldie Locks felt invited, or given implied consent by the actions of the Three Bears. As in this case, the question with such an extensive repair history and 126 days in service, video tape of a serious malfunction and the "800 Call Log" from Bentley Motors Inc. it was clear the subject vehicle was a non-conformity that could not be conformed, so the only question it seems that would have been needed to be determined would have been did the Plaintiffs cause or invite the subject vehicles malfunction or alternatively did Plaintiffs withhold the

1 subject vehicle and did not allow the Defendants manufacturer Bentley Motors Inc.
2 and the Dealership Rusnak/Pasadena to perform the proper repair and conform it
3 to the purpose for which it was intended.
4

5 The trial Court erred in it's several Judgments, Statement of Decisions and
6 Ruling on Submitted Matters against Plaintiffs and that the 2004 Bentley Arnage
7 was merchantable. The salient record of the Court confirms the Defendants did
8 violate the Song Beverly Warranty Act (civil Code § 1790 et seq.) and was Affirmed
9 by the Court of Appeals after the Plaintiffs Opening Brief fail to discuss the other
10 issues regarding the trial Court evidentiary ruling in limine directing counsel not to
11 disclose the second jury the first jury's findings, the counsel stipulation without
12 consent, and the collusion of the plaintiffs counsel with defendants counsel was
13 argued with cogent arguments, information argued in the Plaintiffs first brief due to
14 inadvertence was not argued in the second brief and thereby finding the Plaintiffs
15 liable for cost to the Defendants Bentley Motors Inc. and confirmed the trial Courts
16 decision to award Cost and Legal fees to Defendants Rusnak/Pasadena and remand
17 with the "Question" "What are Appellant Damages."
18
19

20
21 The Defendants were warranted with the filing of a Judgment on August 15,
22 2007, the Statement of Decision filed was controverted and was intentionally not
23 opposed by Plaintiffs counsel in collusion with the Defendants for a trial the
24 Defendants and Plaintiffs counsel knew was improper and was violation of the
25 Plaintiffs Constitutional Rights.
26

27 The Defendants again were warranted with filing the [Proposed] Judgment
28

1 on April 27, 2009 and Defendants intentionally violated the Plaintiffs Constitutional
2 Rights in filing a Judgment that did not reflect the "Instructions Given" or the
3 "Special Verdict Form" for the Jury Verdict and Judgment on July 2, 2007 and the
4 intentionally exclusion of Plaintiffs damages through the collusion of the Plaintiffs
5 counsel with the Defendants is a violation of the Plaintiffs Constitutional Rights.
6

7
8 The Court of Appeal asked what was [Appellants] Plaintiffs Damages because
9 the Judgment that was in favor of Plaintiffs did not reflect Plaintiffs damages.

10 The Court of Appeal Affirmation of a Judgment without Plaintiffs damages
11 and the Supreme Court State of California denial of the Plaintiffs application for
12 relief from default, application to file an oversized brief and the denial of the
13 petition for review on a Court of Appeal Opinion that ask the question "What is
14 [Appellants] Plaintiffs damages.
15

16
17 The Court of Appeal Affirms a Judgment with a trial on Implied Warranty
18 without a date of trial and confirms the Superior Courts award of Defendants legal
19 fees and cost by the trial Court is a violation of the Plaintiffs Constitutional Rights in
20 violation of due process and the deprivation of Plaintiffs' property.
21

22 The Defendants file numerous Writs of Execution demanding money from
23 Plaintiffs employers and financial institutions and causes financial catastrophe and
24 hardship when derogatory notices of liens were filed in collusion with the Plaintiffs
25 counsel to further deprive and violate Plaintiffs right under the Constitution.
26
27
28

III. VENUE

5. Venue is proper in this United States District Court district pursuant 28 U.S.C.

§ 1983, U.S.C. § 1391 (b) and (c) and that the claim arose in the district where

Plaintiffs and Defendants both resided and transacted business.

IV. PARTIES

6. Plaintiffs Alvin E. Williams is a resident of the State of California current Mailing Address is 22419 S. Summit Ridge Circle Chatsworth, California 91311.

Mailing Address is 22419 S. Summit Ridge Circle Chatsworth, California 91311.

7. Plaintiffs Judith Brown-Williams is a resident of the State of California
current 22419 S. Summit Ridge Circle Chatsworth, California 91311

current 22419 S. Summit Ridge Circle Chatsworth, California 91311

8. Defendant Bentley Motors Inc. is represented by counsel address

in the County of San Francisco Carroll, Burdick & McDonough LLP

44 Montgomery Street Suite 400 San Francisco, California 94104-4606

9. Defendant Rusnak Pasadena represented by counsel address

in the County of San Francisco Carroll, Burdick & McDonough LLP

44 Montgomery Street Suite 400 San Francisco, California 94104-4606

10. Defendant Kaplan Lee LLP employed as former counsel for Defendants

address in the County of Los Angeles 725 S. Figueroa Street Suite 3230 Los Angeles,

California 90017 Los Angeles, California 94104-4606

11. Defendant David A. Goldsmith employed as former counsel for Defendants

address in the County of Los Angeles 725 S. Figueroa Street Suite 3230 Los Angeles,

California 90017 Los Angeles, California 94104-4606

V.

STATEMENTS OF FACTS

12. Plaintiffs are five members of the Williams family, husband Alvin, wife Judith daughters Tade and Alexxus and son Alvin. The Plaintiffs Alvin E. Williams and Judith M. Brown-Williams purchased a 2004 Bentley Arnage on February 14, 2004. (C/T 000138) The Plaintiffs paid \$232,260.98. (C/T 000157) The Plaintiffs Financed \$213,179.00 through the State Farm Credit Union. (C/T 000152) The Plaintiffs agreement with the Credit Union was for a total of 72 months with payment being made semi-monthly. (C/T 000189) Plaintiffs payment were \$1661.92 on the 1st and the 15th of each month. (C/T 000192-000201) After the subject vehicle suffered serious malfunctions that could not be repaired the Defendants consented to a Collateral Exchange of the subject vehicle. (C/T 000139)

13. Plaintiffs replacement 2004 Bentley Arnage suffered from a host of defects, including, among other problems, unexplained accelerating and stalling, and occasion when the car's doors would not unlock, trapping passengers inside. The Plaintiffs took the subject vehicle for 17 repairs totaling 126 days in repair between June 2004 and July 2005. On September 12, 2005 Petitioner sent letter with the Summary History of Repairs asking for nothing but a safe car to the Defendants via Federal Express (R/T p. 432) Defendants letter to Plaintiffs on September 30, 2005 (R/T p. 436) Defendants letter to Plaintiffs on October 12, 2005 declining to replace the 2004 Bentley Arnage. (R/T p.472) Defendants letter via Federal Express with Defendants attorney Information. (R/T p. 474)

Plaintiffs Must Seek Alternate Transportation

14. The Defendants immediately picked up the rental Bentley that the Plaintiffs had been allowed to drive while the Defendants tried to repair the Plaintiffs vehicle. Plaintiffs with only two other vehicles a Mercedes Benz SL 2 door for two passengers and a Limousine that neither of the Plaintiffs could drive and with three minor children to transport daily Plaintiffs contacted several rental companies (C/T 000107) Plaintiffs unable to purchase a new vehicle due to having to store the 2004 Bentley Arnage for 4 years mitigated their loss by using their family owned limousine parked at their home that was purchased for business use in 2003. (C/T 000107-000113) Petitioner Judith a chance meeting in the parking lot with a driver whom she asked about driving the family owned limousine, later an agreement was made and the cost of \$600. per day. (R/T2470-2471)

15. The Plaintiffs 2004 Bentley Arnage purchased from Defendants Bentley Motors Inc. and Rusnak/Pasadena could not be conformed to the Express Warranty and Implied Warranties with a well-established record that confirms the 2004 Bentley Arnage was unsafe and dangerous.

16. On November 5, 2005 Plaintiffs filed suit against Defendants for the Breach of Express Warranty and the Breach of Implied Warranty and Violation of the Song Beverly Consumer Warranty Act (Civil Code § 1790 et seq.) (C/T p. 21)

**Defendants Knew As Early As March 2006 That The
2004 Bentley Arnage Was Unsafe And Dangerous**

17. On March 19, 2006 Plaintiffs daughter Alexxus was trapped by the 2004 Bentley Arnage in the closed and locked garage for unknown amount of time and when discovered she was hysterical and witness by the Petitioner's neighbor Dr. Aram Yousoffian who provided assistance and spoke with the LAFD sent after Bentley Motors Inc. Roadside sent them to break the windows to get her out and the frantic call from Petitioner Alvin who also called 911. (R/T 624-695, 744, 903-909)

18. On October 16, 2006 Petitioner Alvin videotapes the pick-up of the 2004 Bentley Arnage by the Defendants. The Defendants driver is seen entering the 2004 Bentley through the front passenger door then climbs to the driver seat and starts the engine, opens the window and backs the vehicle out of Plaintiffs garage and drives it up on the tow truck bed...Plaintiff Alvin still videotaping the tow truck driver is observed exiting through the drivers window after being trapped almost exactly how the Plaintiffs and Plaintiffs daughter had been trapped. (R/T 624-692, 693-695, 744, 903-909)

**Defendants CCP 998 Offer To Compromise Is
Insufficient To Cover The Plaintiffs Cost**

19. On November 6, 2006 less than thirty days after Bentley Motors Inc.'s knew beyond a shadow of a doubt the 2004 Bentley Arnage was unsafe and dangerous the Respondent Bentley Motors Inc.'s makes a CCP § 998 Offer to Compromise and it does not include the Defendants Rusnak/Pasadena... The salient offer by the Defendants Bentley Motors Inc. was for \$232,696.38 and \$2,500.00, which is less

1 than the amounts the Defendants had incurred. (A/A pp. 001485)

2
3 20. The Plaintiffs purchased price of the 2004 Bentley Arnage the subject vehicle
4 purchase price was \$232,260.98 (C/T p. 157) and financed \$213,000 with the State
5 Farm Credit Union and Defendants CCP 998 Offer Compromise on November 6,
6 2006 did not include the significant interest paid by the Plaintiffs semi-monthly
7 based on the interest for the loan amount of \$213,000 for 72 months at the interest
8 rate of 3.90% and the Defendants offer was rejected by the Plaintiffs as an operation
9 of law.(C/T p.000187-2000)

10
11 **Plaintiffs Prevail In A Jury Trial 12/0**

12 21. On July 2, 2007 Plaintiffs jury was not shown the video tape of the
13 Defendants tow truck driver trapped in the 2004 Bentley Arnage parked on the tow
14 bed, instead the trial court asked the Plaintiffs attorney to view the Video and report
15 the findings to the Court in violation of the Plaintiffs Constitutional Rights.
16

17 22. Plaintiffs evidence was not entered by Plaintiffs counsel before trial and it
18 was only after Plaintiff Judith came to the witness stand with an Orange Binder
19 containing all the evidence that had been complied and the "Summary History of
20 Repairs showing a total of 126 Days in Service was put into the trial Court as
21 evidence.
22

23 23. The Jury Instructions given was for Breach of Warranty and Breach of
24 Implied Warranty (Exhibit 1) Jury was given a Special Verdict Form (Exhibit 2)
25 clearly stated how to calculate the value of Plaintiffs vehicle and the damages.

26 24. The trial Court Judge Mark V. Mooney was present for the trial but was
27 absent on the day the verdict was read and Judge Ruth Kwon presided and the
28

1 Plaintiffs prevailed against the Defendants in their Song Beverly Consumer
2 Warranty Act action for Breach of Warranty and Breach of Implied Warranty with a
3 12/0 Jury verdict. (A/A p. 1615) (Exhibit 3)
4

5 25. Plaintiffs did not give their counsel permission to stipulate and Plaintiffs
6 were unaware that a stipulation had been entered into with the Defendants for any
7 matters on July 2, 2007 (Exhibit 3)

8 26. The Court minutes read a stipulation on July 2, 207 but the only one signed
9 on July 2, 2007 was the return of the Exhibits. (Exhibit 4)

10 27. On July 3, 2007 a non-appearance case review was made in chambers and a
11 trial set on the limited issue of finance charges on July 9, 2007. (Exhibit 5)

12 28. On July 12, 2007 Exparte proceedings is Denied (C/T pp. 000018) in the
13 recital of the Defendants Order Granting a New Trial on November 29, 2007 shows a
14 trial on Implied Warranty was done on May 12, 2007. (C/T p. 219)

15 29. On July 16, 2007 Plaintiffs attorney brief is not received and 0 items are
16 transmitted. (A/A p. 001735)

17 30. On July 17, 2007 Plaintiffs counsel Brief and Amended Brief on the Implied
18 Warranty are sent via Fax to the Superior Court and was not received by the Court
19 and the Court notifies Plaintiffs attorney. (C/T p. 0001732-001733)

20
21
22 **The Violation of Plaintiffs Constitutional Rights the Trial Court**
23 **Did Not Review Plaintiffs Evidence Before Entry Of Judgment**

24 31. On August 15, 2007 the trial Court enters a tentative Statement of Decision
25 filed by the Clerk without opposition was entered in the Courts record against the
26 Plaintiffs the tentative decision signed and entered by the trial Court Judge Mark V.
27
28

1 Mooney has controverted information and is not historically correct with a date of
2 service on November 22, 2007 that could not have taken place before the Decision
3 was entered with subject vehicle purchase date listed as May 27, 2005 with first
4 repair in 2004 with a certificate of mailing by the Court to all parties. (Exhibit 6)
5
6 32. On August 31, 2007 the Defendants move for New Trial with a hearing on
7 October 5, 2007 enters an order granting Plaintiffs a New Trial on all damages and
8 all issues of damages is entered. (Exhibit 7)
9

10 **Order Granting New Trial Does Not Reflect The Trial Courts Minutes**

11 **Listing A Trial On Implied Warranty On July 12, 2007**

12 33. The Order Granting New Trial on November 29, 2007 as recited in the
13 Motion misstates not only the Courts Minutes on July 2, 2007 but also list a trial on
14 July 12, 2007 as a Bench Trial on Implied Warranty, the Order Granting a new trial
15 does not correctly recite the Courts Minutes Entered that confirm the acts of the
16 Jury's which states the Verdict was entered the jury was thanked and dismissed
17 then stipulations were made by counsel. (C/T p. 219)(Exhibit 8)
18

19 34. On September 2, 2008, counsel for Defendants submitted a [Proposed]
20 Judgment After Court Trial on June 18, 2007 with the Courts Tentative decision
21 entered on August 15, 2007...No party specified controverted issues or made
22 proposals not covered in the tentative decision within the time provided by the
23 Code of Civil Procedure section 632. No party served and filed objection to the
24 tentative decision under Code of Civil Procedure section 634 and/or California Rules
25 of Court, Rule 232. Accordingly the tentative became final and was entered into the
26 minutes of the Court and two versions exist and were used in the Defendants
27
28

1 Appendix filed with the Court of Appeal (Exhibit 9)(Exhibit 10)(R/A p.0335)

2
3 35. On September 3, 2008 Defendants file Mandatory Settlement Conference
4 Brief (Exhibit 11)

5 36. On September 5, 2008 Defendants file Exhibit List that does not contain
6 Plaintiffs uncontroverted evidence filed with the Court. (Exhibit 12)

7 37. On September 5, 2008 Final Status Conference; Mandatory Settlement
8 Conference; Matter is held in chambers, off the record...Judge Mark V. Mooney told
9 Plaintiffs that he had told the Defendants to offer Plaintiffs \$600,000 and would
10 Plaintiffs accept that to settle the case and the Plaintiffs happily agreed as long as
11 the attorney fees would be paid showing the Plaintiffs have at all time remain
12 amicable for settlement. (Exhibit 13)

13
14 38. Sometime that same day the following the Mandatory settlement Conference
15 Defendants personally delivered, Special Verdict Form,(A/A p. 2358) Defense
16 Witness list (A/A p. 002355) Defendants Proposed Statement of the Case to be Read
17 to the Jury (A/A p.002352) Defendants Exhibit List (A/A p.2363) Defendants
18 Requested Jury Instructions (A/A p. 002363) and even though the Plaintiffs attorney
19 had more evidence and exhibits of the Plaintiffs uncontroverted Evidence the
20 evidence was concealed and never offered in violation of Plaintiffs Constitutional
21 Rights, the Song Beverly Consumer Warranty Act and the Civil Code of Procedure.
22

23 39. During Open Court Judge Mark V. Mooney states Plaintiffs were offered
24 \$600,000 by the Defendants and declined the truth is the Defendants never offered
25 Plaintiffs \$600,000 and that was confirmed by Plaintiffs counsel in Declaration of
26 Robert Mills... Matter not resolved. Trial remains. (Minutes Entered 09/05/08) This
27
28

1 40. On September 8, 2008 Notice of Entry of Judgment by Defendants and
2 reproduced in Defendants Appendix page 0352-00369 and the Judgment is dated
3 September 2, 2008 and contains Defendants Memorandum of Cost that violated the
4 Plaintiffs Constitutional Rights. (R/A 335) (Exhibit 13)
5

6 41. On September 8, 2008 the Court entered judgment declaring that the
7 Defendants Rusnak/Pasadena was the prevailing party on the sole cause pleaded
8 against it again in violation of Plaintiffs Constitutional Rights. (A/A pp. 002397)
9

10 42. On September 15, 2008 Defendants filed several motions in limine seeking to
11 remove Plaintiffs damages and Motion in Limine number 6 that removed payments
12 form the amounts Plaintiffs were entitled to was denied and never reconsidered.
13 (Exhibits 14)

14 43. On September 19, 2008 the counsel for Plaintiffs attorney made a Motion in
15 Limine that was sustained by the Court directing counsel not to disclose to the
16 second jury the first jury's findings that was sustained by the Judge Mark V. Mooney
17 and Plaintiffs evidence was thereby excluded from the jury in violation of Plaintiffs
18 Constitutional Rights. (R/T 1802)(Exhibit 15)
19

20 45. The Plaintiffs were precluded and admonished by the trial Court and
21 Plaintiffs counsel from telling the jury about the host of defects with the 2004
22 Bentley Arnage and the Plaintiffs counsel could not mention a prior trial in Violation
23 of Plaintiffs Constitutional Rights. (R/T p. 1849, 1850)
24

25 46. September 19, 2008 Plaintiffs' counsel per the Defendants had let the cat out
26 of the bag and a "Mistrial" was called...(R/T 1851) Plaintiffs were not present for the
27 discussion at the side but it was Plaintiffs attorney's motion that we weren't going to
28

1 talk about the prior trial...He brought it up; I sustained the objection...(R/T p.1853)

2 These acts were in violation of Plaintiffs Constitutional Rights. (Court Minutes
3 Entered09/19/08) (Exhibit 15)
4

5 47. On September 22, 2008 Plaintiffs witness Mr. Caines is in the trial Court to
6 testify (R/T p. 2108) Plaintiffs witness Kerry Caines from the State Farm Credit
7 Union was dismissed after Defendants and Plaintiffs counsel agree to dismiss
8 Plaintiffs witness as the Plaintiffs counsel and the Defendants had already agreed
9 enter incorrect and false amounts due and owing the Plaintiffs in violation of the
10 Plaintiffs Constitutional Rights. (R/T p. 2108-2109) (Exhibit 16)
11

12 48. On September 22, 2008 Defendants state Plaintiffs counsel as misplaced the
13 letter specifying the amounts that had been paid on the loan...(R/T p.2110)
14 Plaintiffs counsel then differed to Plaintiffs and stipulated to amounts known to be
15 incorrect after Plaintiffs counsel misplaced the letter and stipulated to correct
16 amounts due and owing Plaintiffs by the Defendants in collusion with Plaintiffs
17 counsel. (R/T p. 2115)
18

19 **The First Case Has Already Been Determined and would not be retried.**
20

21 49. The trial Court states:.. *I'm jus going to say that the issue in terms or whether*
22 *the vehicle complied with expressed warranty has already been determined and simply*
23 *for you, ladies and gentlemen, to determine the damages suffered by the Williams....we*
24 *do not retry the first case... the first case has already been determined....* (R/T 1808)
25

26 50. **The subject vehicle did not comply with the Implied or Express**
27 **Warranty and the Jury in the second trial was not allowed to hear that**
28

1 **evidence that confirmed the 2004 Bentley Arnage was unsafe and dangerous.**

2
3 51. When the trial was restarted with a new jury after the 'mistrial the Plaintiffs
4 were not allowed to hear any evidence in support of the damages Plaintiffs sought
5 or why those damages were incurred and the Plaintiffs counsel in collusion with
6 Defendants concealed and withheld Plaintiffs evidence as shown in the Defendants
7 Table Re: Warranty Repair Request/Done that speaks of more than 126 days as
8 entered in the Court record and a complete review of all exhibits confirms that
9 document was never offered to the trial Court and if its currently in Plaintiffs
10 possession, Plaintiffs counsel had to have had it in their possession at the time of
11 trial and to withhold that evidence is a violation of Plaintiffs Constitutional Rights.
12 (C/T Minutes Entered 09/23/08, 09/24/08 and 09/25/08 Exhibit 17)
13

14
15 **Transportation A Reasonable And Necessary Expense**

16 52. After the Defendants picked up Plaintiffs Rental and delivered the broken
17 2004 Bentley Arnage the Plaintiffs were held hostage in that they were unable to
18 purchase a replacement due to storing of the broken vehicle and the 2004 Bentley
19 Arnage remained parked in the only available garage for four years until May 2009
20 and the Plaintiffs mitigated their losses by using the family owned limousine, which
21 was the only vehicle readily available to Plaintiffs that was able to transport the
22 family of five including three children that did not drive.
23

24 53. During the jury deliberation on September 25, 2008 the jury asked to view
25 the Song Beverly Consumer Warranty Act guidelines and both Plaintiffs and
26 Defendants counsel denied the request and the trial court denied the jury's
27
28

1 requested review of the statue.(R/A 0571)(Exhibit 17)

2
3 54. On September 25, 2008 a jury who were not allowed to hear Plaintiffs
4 evidence returned a verdict in favor of the Defendants against the Plaintiffs and
5 Plaintiffs counsel and Plaintiff Alvin spoke with Jurors who confirmed they believed
6 from the testimony there were no problems with the subject vehicle and Plaintiffs
7 attorney did not oppose this judgment and did not file an appeal. (Exhibit 17)

8 55. On November 13, 2008 the trial Court makes a tentative ruling on the 2004
9 Bentley Arnage payoff and Defendants and Plaintiffs counsel is notified (A/A pp.
10 002835) the Defendants surprises the trial Court when they state Plaintiffs are not
11 entitled to any damages. (R/T 3303)

12
13 **Defendants Judgment Does Not Reflect The Instructions Given or The**
14 **Special Verdict Form Or The Court Minutes Entered**

15
16 56. On May 15, 2009 Plaintiffs had a hearing in the trial Court and were told that
17 a Judgment had been entered and all parties confirmed they had not received a copy
18 of the Judgment dated April 27, 2009, a copy is given to all parties after
19 confirmation it had not been mailed to the Parties. (C/T Minutes Entered)

20 57. The April 27, 2009 Judgment that was prepared by the Defendants does not
21 correctly reflect the Minutes of the Court and the Jury Instruction given on July 2,
22 2007 or the Special Verdict Form and the jury's Verdict in favor of Plaintiffs and
23 against Bentley Motors Inc. and Rusnak/Pasadena for the Violation of the Song
24 Beverly Consumer Warranty Act 1793.2(D) Breach of Warranty and Breach of
25 Implied Warranty is not reflected in the Judgment the Defendants Judgment only
26 mentions a trial on Breach of Express Warranty, the Judgment also fails to state
27
28

1 Plaintiffs damages, the Bench Trial on Breach of Implied Warranty finding in favor
2 of Rusnak/Pasadena is without a date of trial and the amounts stipulated to on
3 September 22, 2008 as the amounts due Plaintiffs for the 2004 Bentley Arnage are
4 false and not properly reconciled and finally it further states Prevailing party status,
5 the right to, an amount of, attorney's fees and cost of suit, are to be determined upon
6 post judgment motions. (Exhibit 18)
7

8 59. On May 15, 2009 at a hearing in the trial Court, parties are told Judgment was
9 entered and after the confirmation by Judge mark V. Mooney the Judgment had not
10 been mailed by the Clerk it was copied and served on all parties... After a brief
11 review of the April 27, 2009 Judgment the Defendants tell the Court that the
12 Plaintiffs were not the prevailing Party on the Defendants CCP 998 Offer to
13 Compromise and that the Defendants were in fact the prevailing party because the
14 Plaintiffs added post judgment interest and the trial Court requested Briefing on the
15 CCP 998 Offer to Compromise and hearing was set for August 5, 2009.
16

17 60. On July 31, 2009 Plaintiffs counsel files an Appeal on the April 27, 2009
18 Judgment after insisting the Judgment was against the Plaintiffs and the record
19 designated does not include the critical and necessary July 2, 2007 documents that
20 includes the Jury Instructions, the Special Verdict Form, the Bentley Motors Inc.'s
21 CCP 998 Offer in Compromise are critical to a proper review.
22

23 61. On August 5, 2009 the Plaintiffs counsel provide incorrect amounts that have
24 not been properly reconciled with the record of the Court and provide amounts that
25 are not only rejected but the trial Court threatens to rule for the Defendants and tell
26 Plaintiffs counsel that the Court knows Plaintiffs counsel wants one more day to
27
28

1 provide the Crystal Clear numbers and set a new hearing for October 2, 2009.

2
3 62. On October 2, 2009 after numerous meeting between Plaintiffs and Plaintiffs
4 counsel Plaintiffs counsel confirms they have all the correct amounts due and owing
5 Plaintiffs from the record of the Court and the State farm Credit Union and Plaintiffs
6 counsel prepared a one sheet Comparison and gave it to the Court.(Exhibit 19)

7 63. On December 24, 2009 the trial Court incorrectly ruled in favor of the
8 Defendants after the Plaintiffs counsel provided the trial Court with incorrect
9 amounts that had not been properly reconciled and those incorrect amounts where
10 used by the trial Court to determine the prevailing party.(Exhibit 20)

11
12 64. The Plaintiffs pleaded with their counsel to correct the incorrect amounts
13 filed with the Court that was used in the determination of the prevailing party and
14 again asked the Plaintiffs counsel to file a motion with the Court about the errors
15 and asked for reconsideration based on attorney error.

16 65. On January 6, 2010 the Plaintiffs counsel send a letter days after the time had
17 expired to oppose the Judgment further stating the intent to withdraw and accusing
18 the Plaintiffs of committing Fraud on the Court in a violation of Plaintiffs civil rights
19 (Exhibit 21)

20
21 66. Untrained and unskilled in law Plaintiffs were forced to become their only
22 attorney after the Plaintiffs counsel slandered them and colluded with The
23 Defendants to withhold evidence and laced the case with such rancor, even if an
24 attorney wanted to help he or she would now have the responsibility of a
25 voluminous file where it was clear on its face there was legal mal-practice.

26
27 68. After the Plaintiffs filed a second appeal and started the review of the
28

1 Plaintiffs file the Plaintiffs were and are still in shock to find out just how the
2 Defendants were able to collude with Plaintiffs counsel over the last Eight years to
3 deny the Plaintiffs their Constitutional Rights and commit fraud.
4

5 69. Plaintiffs were forced to augment the Court of Appeals with thousand of
6 pages critical for a fair and proper review after the Plaintiffs counsel colluded
7 further with Defendants to designate a record on appeal that excluded much of the
8 evidence needed to assert Plaintiffs case and judgment on July 2, 2007 Jury Verdict
9 of 12/0 in favor of Plaintiffs, the Instructions Given and the Special Verdict Form
10 and the Bentley Motors Inc. CCP 998 Offer to Compromise where not designated by
11 Plaintiffs counsel and a review of the record designated on appeal only included the
12 record that consisted of motions for attorney fees.
13

14 70. On February 3, 2012 the Court of Appeal Opinion confirmed the Judgment on
15 April 27, 2009 was in favor of the Plaintiffs who were also entitled as the Prevailing
16 Party to an amount, cost and legal fees and asked in the Opinion "What are the
17 [Appellants] Damages? In the quoting of the judgment.
18

19 71. On April 3, 2012 the Supreme Court of the State of California denied Plaintiffs
20 application for relief from default and application to file an oversized brief and the
21 petition for review and the Court of appeals issued the remittitur back in the trial
22 Court that again on May 11, 2012 ordered the Defendants to file a Notice of Ruling.
23

24 **FIRST CAUSE OF ACTION**

25 **(VIOLATION OF CONSTITUTIONAL RIGHT TO SUBTANTIVE DUE PROCESS)**

26 **42 U.S.C. § 1983**

27 72. Plaintiffs re-alleges paragraph 1-77 as though fully set forth herein.
28

1 73. By their actions as described herein, the Defendant, under color of statute,
2 ordinance, regulations, custom, or usage, subjected Plaintiffs to the deprivation of
3 right, privileges, or immunities secured by the Constitution and laws. In particular
4 as a citizen in a United States Court who is entitled to a fair trial.
5

6 74. The acts and the failure to act as discussed in the Opinion of the Court of
7 Appeal and Plaintiffs quote: "To the extent the appellants' brief mention other issues
8 such as the trial court's evidentiary ruling in limine directing counsel not to disclose
9 to the second jury the first jury's findings, the failure of Plaintiffs counsel to obtain
10 appellants' consent to counsel's stipulation to a bench trial on damages and the
11 collusion of [appellants'] Plaintiffs' counsel with the Respondents trial counsel.
12

13 75. As a direct and proximate result of the Defendants actions described above,
14 Plaintiffs sustained actual damages, including grievous mental and emotional
15 suffering, slander, fear, anguish, shock financial catastrophe.
16

17 76. The actions of the Defendants were reckless and in bad faith with total
18 disregard for Plaintiffs Civil rights knowing or should have known the amounts
19 entered as amounts due and owing the Plaintiffs were incorrect and false.
20

21 77. The action of the Defendants who colluded with the Plaintiffs counsel was a
22 betrayal of the duty owed to the Plaintiffs by their counsel and the Defendants
23 collusions was in violation of the Civil Code of Procedure.

24 78. The Defendant each and every one of them deprived the Plaintiffs of right,
25 privileges secured by the Constitution and laws of the United States of America.

26 79. As a result of Defendant's violation of the above civil right, Plaintiffs were
27 forced to represent themselves in pro per, setting aside their careers and sacrificing
28

1 the family's income, and precious time with their young children to learn and apply
2 the law in Plaintiffs fight for justice.

3
4 **SECOND CAUSE OF ACTION**
5 **(VIOLATION OF THE CONSTITUTIONAL RIGHT TO EQUAL**
6 **PROTECTION UNDER THE LAW)**

80. Plaintiffs re-alleges paragraph 1-85 as though fully set forth herein.

81. The action of Defendants, as described above, violates the Equal Protection Clause of
8 Fourteenth Amendment of the United States Constitution in that such actions deprived the
9 Plaintiffs of life, liberty and property without due process of law.

82. The Defendants acted under the color of law to deprived the Plaintiffs of rights, and
11 privileges secured by the Constitution of the United States in violation of 42 U.S.C. § 1983)

83. The [Proposed] Judgment filed by the Defendants on April 27, 2009 does not
13 reflect the Courts Minutes entered on July 2, 2007 or the Instruction Given or the
14 Special Verdict Form and does not state Plaintiffs Damages.

84. The April 27, 2009 Judgment does not state the date the Court had a trial on
17 the Implied Warranty that deemed the Defendants the prevailing parties after the
18 Plaintiffs Briefs were not received and considered is a violation of Plaintiffs
19 Constitutional Rights.

85. Also the only trial on Implied Warranty is listed in several failed and
22 fraudulent Judgments and on August 15, 2007 the trial Court's Tentative Ruling
23 became final after the Statement of Decision was not Opposed by Plaintiffs' counsel
24 in collusion with the Respondents was in violation of the Plaintiffs Constitutional
25 rights under U.S.C. § 1983.

86. This is a clear violation of Plaintiffs Fourteenth Amendment Rights as

1 guaranteed by the Constitution of the United States were all violated when the trial
2 Court had a Bench Trial without Plaintiffs knowledge or presents and then Plaintiffs
3 briefs are not considered and the uncontroverted evidence provided during the trial
4 was not considered, the jury's verdict was also not considered when the 2004
5 Bentley Arnage deemed a lemon and a "Non-conformity was deemed merchantable
6 on August 15, 2007.

7
8
9 **The Court Of Appeal Made An Error When The Decision Of**
10 **The Trial Court Was Affirmed without Plaintiffs Damages**
11 **And Without A Date For The Trial on Implied Warranty**

12 87. The Court of Appeals did not attempt its own distillation of the record and
13 instead elected to quote extensively from the court's judgment and post judgment
14 rulings on fees and cost...The Court of Appeal at this point in the recitation of the
15 case's procedural history, we note a trial court's judgment is presumed correct and
16 it is the Plaintiffs carry the burden to overcome that presumption and recited the
17 trial Courts judgment and rulings. The trial Court granted a bench trial and entered
18 judgment in violation of Plaintiffs Constitutional rights.

19
20 **THIRD CAUSE OF ACTION**
21 **(DEPRIVATION OF PLAINTIFFS RIGHTS UNDER 42 U.S.C § 1983)**

22 88. Plaintiffs re-alleges paragraph 1-87 as though fully set forth herein.
23 89. The action of Defendants, as described above, violates the Equal Protection Clause of
24 Fourteenth Amendment of the United States Constitution in that such actions deprived the
25 Plaintiffs of life, liberty and property without due process of law.
26 90 The Defendants acted under the color of law to deprived the Plaintiffs of rights, and
27
28

1 privileges secured by the Constitution of the United States in violation of 42 U.S.C. § 1983)
2 when the trial Court denied Plaintiffs Motion for Reconsideration Section 473.
3

4
5 91. The trial Court improperly excluded evidence of the defects and problems
6 with Plaintiffs 2004 Bentley Arnage that would have provided a basis for the jury to
7 determine whether Plaintiffs claims were reasonable.

8 92. The Song Beverly Consumer Warranty Act (Civil Code § 1790 et seq.) allow
9 for the recovery of Incidental damages and the Courts exclusion of Plaintiffs
10 Evidence constitute an error of law.

11
12 93. The trial Court deprived the Plaintiffs of the right to due process by deciding
13 the legal issues presented and entering a Statement of Decision in favor of the
14 Defendants and award cost and legal fees was improper and in violation of Plaintiffs
15 Constitutional rights when a legal question was decided without Plaintiffs
16 knowledge, consent or a fair trial.

17 94. The Statement of Decision entered on August 15, 2007 was in Violation of the
18 California Rules of Court and Evidence Code Section 451, Violated the Rules of
19 Professional Conduct for California Attorney adopted pursuant to section 6076 of
20 the Business and Professional Code, and Rules of Practice and Procedure for the
21 Courts of the State of California adopted by the Judicial Council.
22

23 **Plaintiffs Failure To Use Cogent Argument Regarding The Other**
24 **Issues Mentioned In The Brief Waived It On Appeal**

25 95. The right to pursue claims in a judicial form is a substantial right and not one
26 lightly to be waived and the Plaintiffs waiver on appeal was due to inadvertence
27
28

1 surprise and excusable neglect and the trial Courts denial of the Plaintiffs Motion for
2 Reconsideration is an error of law and a denial of equal protection under the law
3 and a violation of Plaintiffs Constitutional Rights.
4

5 96. Citizens have a Seventh Amendment right in common law, where the value in
6 controversy shall exceed twenty dollars, the right to trial shall be preserved. The
7 underlying rationale of the Seventh Amendment was to preserve the historic line
8 separating the province of the jury from that of the judge in civil cases.
9

10 97. The Seventh Amendment expressly forbids federal judges to "reexamin[e]"
11 any "fact tried by a jury" except as allowed by the common law. This provision has
12 been interpreted to mean that no court, trial or appellate, may overturn a jury
13 verdict that is reasonably supported by the evidence.

14 98. The Defendants stipulate to a matter which eliminated Plaintiffs essential
15 defense and stipulated that only nominal damages may be awarded and agreed to
16 an increase in the amount of judgment against Plaintiffs in collusion with plaintiffs
17 counsel and colluded to waive finding so that no appeal could be made...and the
18 degree to which the Defendants took to affect the Plaintiffs interest, and to the
19 extent where the Defendants involve the Plaintiffs counsel in Collusion is a Violation
20 of Plaintiffs Constitutional Rights.
21

22 99. The Defendants each and every one of them engaged in Fraud and Deceit as
23 in California Civil Code section 1572, California Civil Code section 1573 and
24 California Code of Civil Procedure section 1710 in violation of Plaintiffs
25 Constitutional rights to due process.
26

27 **Plaintiffs Total Damages Are Not Mentioned In The Judgment**
28

1 100. When the Court of Appeal reviewed the trial Court's Judgment the only
2 question was "*What are [Plaintiffs] Damages?* Plaintiffs who are not lawyers are
3 unable to establish those damages with out the guidance of the Court. Petitioner has
4 filed a judgment and said Judgment was rejected by the trial Court.
5

6 101. Plaintiffs can only recite the trial Courts record and try to make heads or tails
7 of that which is in the record. The High Court has already determined that mere
8 citizens are not qualified to understand the acts or failure to act of their attorneys
9 but this was a trial on the Song Beverly Consumer Warranty Act and Plaintiffs are
10 the prevailing party and the Court should not embrace the tactics used by these
11 manufacturers/Defendants to skirt their responsibilities by inviting legal error and
12 legal malpractice to transfer their responsibilities to the legal malpractice claim
13 many times getting away with paying nothing to victims who now have to prove
14 their underline case in order to prevail on a legal mal-practice claim costing
15 thousands of dollars in upfront cost and a blatant violation of the Constitutional
16 right of the Plaintiffs.
17
18

19 102. Plaintiffs ask the high Court must send a message to the these large
20 corporations that these disgraceful tactics would not be tolerated in the Courts
21 because if a manufacture does not want to honor a claim all the manufacturer has to
22 do is hire attorneys willing to compromise their clients knowing that if well done
23 the poor unsuspecting client will just be abandoned and deprived of justice and
24 their Constitutional Rights.
25

26 103. This is a matter of public interest if corporations are allowed to continue the
27 use of this illegal and racketeering concept to limit or illuminate their responsibility
28

1 under the laws is not what the law intended.

2
3 104. The authority of a trial court 'to disqualified an attorney derives from the
4 power inherent in every court' "[t]o control in furtherance of justice, the **conduct** of
5 its ministerial officers as Plaintiffs have explained, however, "[t]he paramount
6 concern must be to preserve public trust in the scrupulous administration of justice
7 and the integrity of the bar and the Defendants negligent Breach of Warranty and
8 the Breach of Implied Warranty and the fraudulent judgments achieved by gaming
9 the Court is unjust and a violation of Plaintiffs constitutional Right.

10
11 105. A related and distinct fundamental value of our legal system is the attorney's
12 obligation of loyalty. Attorneys have a duty to maintain undivided loyalty to their
13 clients to avoid undermining public confidence in the legal profession and the
14 judicial process.

15
16 **THE APPEAL COURTS RELIANCE ON THE TRIAL COURT JUDGMENT**
17 **IS MISPLACED DUE TO COLLUSION OF COUNSEL EXHIBIT 22**

18 106. The Court of Appeal review Plaintiffs record containing a 1,477-page clerk's
19 transcript augmented by more than 2,700 pages of [appellants] Plaintiffs a additions
20 to the appellate record, a 1680-page [Respondents] Defendants appendix, 12
21 volumes of reporter's transcripts, and 60 trial exhibits but due to Plaintiffs
22 inadvertence and surprise did not comb the record to provide the Court with the
23 cogent argument and citations to the record as required and waived the argument
24 on appeal, but the Court of appeals went a step further and provided its findings
25 none the less that confirmed the Plaintiffs are the Prevailing party and entitled to
26 damages and asked that very question in their Remittitur and opinion to the trial
27
28

1 Court that also stated "What are appellants Damages" findings that the trial Court's
2 evidentiary motion in limine directing counsel not to disclose to the second jury the
3 first jury's findings is an error of law and a violation of Plaintiffs Constitutional Right
4 under the color of the law and the denial of due process. To wit, the Plaintiffs quote
5 the Opinion of the Court of Appeals that quoted the flawed judgment entered by the
6 Defendants in collusion with Plaintiffs trial counsel that does not contain Plaintiffs
7 damages.
8

9
10 107. Plaintiffs counsel in collusion filed an appeal on July 31, 2009 on a Judgment
11 Plaintiffs had prevailed in and designated a record on appeal that would not have
12 allow the Plaintiffs a fair and proper review because it lacked all of the July 2, 2007
13 Instruction Given, the Special Verdict Form and Minutes Entered.
14

15 108. To wit, the Court of Appeals quoted the trial court's own words, which they
16 italicize for the reader's convenience confirming Plaintiffs are indeed the Prevailing
17 party and entitled to judgment:
18

19 *"This action came on regularly for trial on June 18, 2007 , with jury being*
20 *sworn on June 25, 2007....¶ A jury...was impanelled and sworn to try the issue of*
21 *Breach of Express Warranty in Petitioners complaint. Witness were sworn and*
22 *testified. After hearing the evidence and arguments of counsel, the Court duly*
23 *instructed the jury and the cause was submitted to the jury with instructions to return*
24 *a verdict on the special verdict form. The jury deliberated and thereafter, on July 2,*
25 *2007, returned the following verdict. (Exhibit 22)*
26
27
28

1 **THIS IS NOT WHAT WAS STATED IN THE JURY INSTRUCTION GIVEN**

2
3 108. The Jury Instructions given indicated the a Breach of Warranty and Breach of
4 Implied Warranty against Defendants Bentley Motors Inc. and Rusnak Pasadena so
5 was the Special Jury instructions.
6

7 **2004 BENTLEY ARNAGE VIOLATION OF CIVIL CODE SECTION 1793.2(D)**

8 **NEW MOTOR VEHICLE ESSENTIAL FACTUAL ELLEMENTS**

9
10 *"We, the jury, answer the questions submitted to us as follows:*

11 *"1. Did [Petitioners] buy a new motor vehicle distributed by Bentley*
12 *Motors, Inc. and sold by Rusnak/Pasadena? [Yes][]...[]*
13

14 *"2. Did Bentley Motors, Inc. give [Petitioners] a written warranty?*
15 *[Yes][]...[]*
16

17 *"3. Did the vehicle have a defect covered by the warranty that substantially*
18 *impaired the vehicle's use, value, or safety to a reasonable buyer in [Petitioner]*
19 *situation. [Yes][]...[]*
20

21 *"4. Did Bentley Motors, Inc. or its authorized repair facility fail to repair the*
22 *vehicle to match the warranty after a reasonable number of opportunities to do so?*
23 *[Yes][]...[]*
24

25 *"6. Did Bentley Motors, Inc. fail to promptly replaces or repurchase the*
26 *vehicle? [Yes][]...[]*
27
28

PLAINTIFFS PROVE ESSENTIAL ELEMENTS CIVIL CODE SECTION 1793.2(D)

"7. What are [Petitioners] Plaintiffs' damages?..... [¶]...[¶]

- a. *The purchase price of the vehicle itself:* \$213,579
- b. *Charges for transportation and manufactured Installed options* \$13,579
- c. *Finance Charges actually paid by [Petitioner]:* \$213,179
- d. *Sales tax, license fees, registration fees and other official fees* \$19,117
- e. *Incidental and consequential damages;* \$0.00

"SUBTOTAL:....\$459,454.00

"Calculate the value of the use of the vehicle before it was submitted for repair as follows:.... [¶]...[¶] Add dollar amounts in line a and b = \$183,770,822.00

VALUE [PLAINTIFFS] OF USE [of vehicle]: \$1,531.00

"Subtract the VALUE OF USE from the SUBTOTAL above and insert results in TOTAL DAMAGES below:

TOTAL DAMAGES \$457,923.00..... [¶]...[¶]

Total Damages listed in the Superior Court Judgment on April 27, 2009 did not reflect Plaintiffs' Damages, and the Judgment was not rejected by the court when it did not reflect Plaintiffs damages in violations of Plaintiffs Constitutional Rights.

The trial Court's evidentiary motion in limine directing counsel not to disclose to the second jury the first jury's findings is a violation Plaintiffs Constitutional rights under the color of State law. Superior Court Judge Mark V. Mooney acted under the color of State law when Defendants entered a Judgment on Implied Warranty in the Defendants' favor on August 15, 2007 that was not historically and false after a jury trial on July 2, 2007 deemed the car a violation of the Implied Warranty.

This case is a textbook example of intentional misrepresentation false representation, concealment, nondisclosure, knowledge of falsity, intent to

1 defraud, induce reliance that is justifiable was all perpetrated on the Plaintiffs by the
2 Defendants. The Defendants acts of their choosing and to collude with the Plaintiffs
3 attorneys is against the law and a violation of Plaintiffs Constitutional rights.

4 Under California law a valid judgment on the merits Precludes further litigation. The
5 Plaintiffs did as the Court of Appeal stated and comb the record and provided and
6 extensive verbatim of the trial Courts Reporters Transcript during the trial that
7 provided the Supreme Court State of California the salient record that confirms the
8 Collusion of the Plaintiffs counsel Collusion with the Defendants in order to deny
9 Plaintiffs a fair trial and judgment and extend litigation.

10 As a direct and proximate result of the Defendants' violations of Plaintiffs
11 Alvin E. Williams and Judith M. Brown-Williams rights the Plaintiffs have suffered
12 severe and substantial damage due to eight years of litigation cause by the
13 Defendants who were gaming the Court to withhold Plaintiffs damages, lost salary,
14 lost career and business opportunities, litigation expenses, loss reputation,
15 humiliation, embarrassment, inconvenience, mental and emotional anguish.

16
17
18 **PRAYER FOR RELIEF**

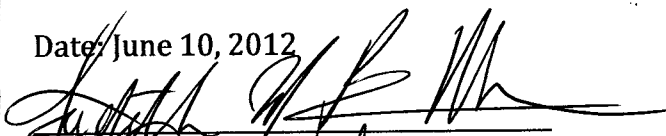
19
20 WHEREFORE, Plaintiffs Alvin E. Williams and Judith M. Brown-Williams
21 request Judgment against Defendants Bentley Motors Inc.'s and Rusnak Pasadena
22 as follows;

- 23
24 1. For the appropriate declaratory relief regarding the unlawful and
25 unconstitutional acts and practices of the Defendants and their refusal to enter
26 judgment.

1 2. GRANT Judgment in favor of Plaintiffs Alvin E. Williams and Judith M. Brown-
2 Williams against the Defendants Bentley Motors Inc. and Rusnak Pasadena in the
3 violation of the Song Beverly Consumer Warranty Act (Civil Code of Procedure
4 §1790 et seq.)
5

6 Respectfully submitted:
7

8 Date: June 10, 2012

9 
10 Judith M. Brown-Williams In Pro Per

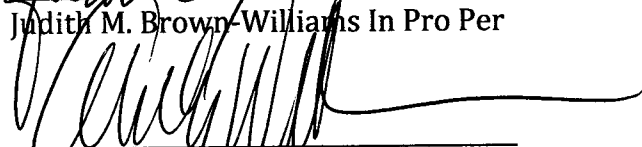
11 
12 Alvin E. Williams In Pro Per
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EXHIBIT 1

FILED
LOS ANGELES SUPERIOR COURT

JUL 02 2007

JOHN A. CLARKE, CLERK

Anita Williams
BY ANITA WILLIAMS, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

ALVIN E. WILLIAMS and JUDITH M.
BROWN-WILLIAMS,

Plaintiffs,

vs.

BENTLEY MOTORS, INC.; RUSNAK
PASADENA;

Defendants.

Case No.: BC342574

SPECIAL VERDICT FORM

We, the jury, answer the questions submitted to us as follows:

**1. Did Alvin E. Williams and Judith M. Brown-Williams buy a new motor vehicle distributed
by Bentley Motors, Inc. and sold by Rusnak/Pasadena?**

~~7~~
~~5~~ ☒ Yes ☐ No
~~9~~

If your answer to question 1 is yes, then answer question 2. If you answered no, stop here,

1 answer no further questions, and have the presiding juror sign and date this form.

2
3 2. Did Bentley Motors, Inc. give Alvin E. Williams and Judith M. Brown-Williams a written
4 warranty?

5
6 ☒ Yes ☐ No

7
8 If your answer to question 2 is yes, then answer question 3. If you answered no, then skip
9 to question 10, do not answer questions 3-9.

10
11 3. Did the vehicle have a defect covered by the warranty that substantially impaired the
12 vehicle's use, value, or safety to a reasonable buyer in Alvin E. Williams and Judith M.
13 Brown-Williams' situation?

14
15 ☒ Yes ☐ No

16
17 If your answer to question 3 is yes, then answer question 4. If you answered no, then skip
18 to question 10, do not answer questions 4-9.

19
20 4. Did Bentley Motors, Inc. or its authorized repair facility fail to repair the vehicle to match
21 the written warranty after a reasonable number of opportunities to do so?

22
23 ☒ Yes ☐ No

24
25 If your answer to question 4 is yes, then answer question 5. If you answered no, then skip
26 to question 10, do not answer questions 5-9.

27 7 //

28 111

5. Was the failure to comply with the warranty caused by unauthorized or unreasonable use of the new motor vehicle following its sale?

Yes ☒ No

If your answer to question 5 is no, then answer question 6. If you answered ^{YES} ~~no~~, then skip to question 10, do not answer questions 6-9.

6. Did Bentley Motors, Inc. fail to promptly replace or repurchase the vehicle?

☒ Yes ☐ No

If your answer to question 6 is yes, then answer question 7. If you answered no, skip to question 10, do not answer questions 7-9.

7. What are Alvin E. Williams and Judith M. Brown-Williams' damages? Calculate as follows:

Add the following amounts:

a. The purchase price of the vehicle itself:..... \$ 213,579

b. Charges for transportation and manufacturer-installed options:..... \$ 13,579

c. Finance charges actually paid by Alvin E. Williams and Judith M. Brown-Williams

..... \$ 213,179

d. Sales tax, license fees, registration fees, and other official fees:..... \$ 19,117

e. Incidental and consequential damages:..... \$ 0.00

[SUBTOTAL/TOTAL DAMAGES:] \$ 459,454.00

Calculate the value of the use of the vehicle before it was submitted for repair as follows:

1. Add dollar amounts listed in lines a

and b above:..... \$ 227,158.00

2. Multiply the result in step 1 by the
number of miles the vehicle was driven
before it was submitted

for repair:..... \$ 183,770,822.00

3. Divide the dollar amount in step 2 by
120,000 and insert result in VALUE
OF USE below:

VALUE OF USE: \$ 1531.00

Subtract the VALUE OF USE from the SUBTOTAL above and insert result in TOTAL DAMAGES
below:

TOTAL DAMAGES: \$ 457,923.00

What is the number of miles that the vehicle was driven between the time when Alvin E.
Williams and Judith M. Brown-Williams took possession of the vehicle and the time when

1 they first delivered the vehicle to Bentley Motors, Inc. or its authorized repair facility to fix
2 the problem?

3
4 Answer: 809 miles

5
6 Answer question 8.

7
8 8. Did Bentley Motors, Inc. willfully fail to repurchase or replace the new motor vehicle?

9
10 Yes X No

11
12 If your answer to question 8 is yes, then answer question 9. If you answered no, stop here,
13 answer no further questions, and have the presiding juror sign and date this form.

14
15 9. What amount, if any, do you impose as a penalty? [You may not exceed two times the
16 "TOTAL DAMAGES" that you entered in question 7.]..... \$

17
18 PENALTY: \$

19
20 If you have answered all the questions to this point, stop here, answer no further questions,
21 and have the presiding juror sign and date this form.

22
23
24 10. At the time of purchase, was Rusnak/Pasadena in the business of selling new motor
25 vehicles to retail buyers?

26
27 Yes No

1 If your answer to question 10 is yes, then answer question 11. If you answered no, stop
2 here, answer no further questions, and have the presiding juror sign and date this form.

3
4 11. Was the new motor vehicle of the same quality as those generally acceptable in the
5 trade?

6
7 _____ Yes _____ No

8
9 If your answer to question 11 is no, then answer question 12. If you answered yes, stop
10 here, answer no further questions, and have the presiding juror sign and date this form.

11
12 12. Was the failure to comply with the warranty caused by unauthorized or unreasonable
13 use of the new motor vehicle following its sale?

14
15 _____ Yes _____ No

16
17 If your answer to question 12 is no, then answer question 13. If you answered yes, stop
18 here, answer no further questions, and have the presiding juror sign and date this form.

19
20 13. What amount are Alvin E. Williams and Judith M. Brown-Williams entitled to receive as
21 restitution to them for the new motor vehicle?

22 \$ _____

23
24 Signed: Presiding Juror

Cindy Deaver

25
26 Dated:

July 2, 2007

27
28 After it has been signed, deliver this verdict form to the Court room assistant.

EXHIBIT 2

TOP

FILED
LOS ANGELES SUPERIOR COURT

JUL 02 2007

JOHN A. CLARKE, CLERK
Anita Williams
BY ANITA WILLIAMS, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

t. No. 68

Alvin Williams

Judith M. Brown-Williams

Plaintiff,

vs.

CASE No. BC342574
(Space below for filing
Stamp only)

INSTRUCTIONS } GIVEN
 } ~~REFUSED~~
 } ~~WITHDRAWN~~

Consisting of

37

pages herein

BENTLEY Motors, Inc. et al

Defendant.

Mark V. Mooney

Judge Presiding.

7/11/07

200 Obligation to Prove--More Likely True Than Not True

A party must persuade you, by the evidence presented in court, that what he or she is required to prove is more likely to be true than not true. This is referred to as "the burden of proof."

After weighing all of the evidence, if you cannot decide that something is more likely to be true than not true, you must conclude that the party did not prove it. You should consider all the evidence, no matter which party produced the evidence.

In criminal trials, the prosecution must prove that the defendant is guilty beyond a reasonable doubt. But in civil trials, such as this one, the party who is required to prove something need prove only that it is more likely to be true than not true.

7/5/12

202 Direct and Indirect Evidence

Evidence can come in many forms. It can be testimony about what someone saw or heard or smelled. It can be an exhibit admitted into evidence. It can be someone's opinion.

Some evidence proves a fact directly, such as testimony of a witness who saw a jet plane flying across the sky. Some evidence proves a fact indirectly, such as testimony of a witness who saw only the white trail that jet planes often leave. This indirect evidence is sometimes referred to as "circumstantial evidence." In either instance, the witness's testimony is evidence that a jet plane flew across the sky.

As far as the law is concerned, it makes no difference whether evidence is direct or indirect. You may choose to believe or disbelieve either kind. Whether it is direct or indirect, you should give every piece of evidence whatever weight you think it deserves.

202

203 Party Having Power to Produce Better Evidence

You may consider the ability of each party to provide evidence. If a party provided weaker evidence when it could have provided stronger evidence, you may distrust the weaker evidence.

7/25/06

205 Failure to Explain or Deny Evidence

You may consider whether a party failed to explain or deny some unfavorable evidence. Failure to explain or to deny unfavorable evidence may suggest that the evidence is true.

W/ENOT

206 Evidence Admitted for Limited Purpose

During the trial, I explained to you that certain evidence was admitted for a limited purpose. You may consider that evidence only for the limited purpose that I described, and not for any other purpose.

10/1/12

5

208 Deposition as Substantive Evidence

During the trial, you heard testimony read from a deposition. A deposition is the testimony of a person taken before trial. At a deposition the person is sworn to tell the truth and is questioned by the attorneys. You must consider the deposition testimony that was read to you in the same way as you consider testimony given in court.

7/5/09

6

209 Use of Interrogatories of a Party

Before trial, each party has the right to ask the other parties to answer written questions. These questions are called Interrogatories. The answers are also in writing and are given under oath. You must consider the questions and answers that were read to you the same as if the questions and answers had been given in court.

7/15/12

210 Requests for Admissions

Before trial, each party has the right to ask another party to admit in writing that certain matters are true. If the other party admits those matters, you must accept them as true. No further evidence is required to prove them.

However, these matters must be considered true only as they apply to the party who admitted they were true.

7/5/12